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THIS TRUST DEED, made this 30th day of April , 19.76 , between JAMES D. CRAWFORD and JOY L. CRAWFORD, husband and wife - - -

TRUST DEED

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and existing under the laws of the United States, as beneficiary; WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lots 23 and 24 in Block B, RAILROAD ADDITION TO THE CITY OF MALIN, EXCEPTING the South 30 feet which has been deeded to the City of Malin for road purposes, Klamath County, Oregon.

which said described real proper which said described real proper which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profils, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise apper-taining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and line-leum, shades and built in ranges, dishwashers and other built appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of <u>TEN THOUSAND EIGHT HUNDRED AND NO/100</u>

This trust deed shall further secure the payment of such additional money, y, as may be loaned hereafter by the bandleary to the grantor or others g an interest in the above described property, as may be evidenced by a or notes. If the indebtedness secured by this trust deed is evidenced by than one note, the bandlelary may credit payments received by it upon of said notes or part of any payment on one note and part on another, e bandlelary may elect.

The grantor hereby covenants to and with the trustee and the benefic a that the said promises and property conveyed by this trust deed and clear of all encumbrances and that the grantor will and his h tors and administrators shall warrant and defend his said title the set the claims of all persons whomesover.

executors and administrators shall warraat and defend his said tills herra sgintt the claims of all persons whomsover. The granter covenantic and agrees to pay said note according to the terms thereof and, when due, all tarse, assessments and other charges levied against said property; to keep said property free from all encumbrances having pre-ordence over this trust deed; to complete all buildings in course of construction or hereafter construction is hereafter commenced; to repair and restore promptly and in good workmanilke manner any building or improvement on said property which may be damaged or destroyed and pay, when due, all times during construction; to replace any work or materials unsatisfactory to beneficiary within fitteen days after written notice from beneficiary of auch fact; not to remote or distory any building or improvement on said property which may be damaged or destroyed and pay, when due, all times during construction; to replace any work or materials unsatisfactory to beneficiary within fitteen days after written notice from beneficiary of auch fact; not to remote or distory any building or improvements new or hereafter no waste of said prometry in good replat, and to commit co write now on hereafter erected on said prometry in good repair and the commit to a write no waste of said prometry in good replat, and to do commit so write require by this trust deed, in a company or companies acceptable to the bene-ficiary, and to deliver the original principal principal sum of the note or colligation secured by this trust deed, in a company or companies acceptable to the bene-ficiary, and to deliver the original principal principal to beneficiary attached and with approved loss payable clause in favor of the beneficiary withen insurance. In forwer the strust deal polocy of insurance is not so to charder of the beneficiary withe insurance. The sum days prior to the effective date of any such policy of insurance. The sum days prior to the secure during the build the of the policy thus obtal

In order to provide regularly for the prompt payment of said taxes, as the or there charges and insurance's promiums, the pranter spress to pa-beneficiary, together with and in addition to the mosthy payment topial and interest payable under the terms of the note or obligation see eby, an amount equal to one-twellth (1/12th) of the taxes, assessments er charges due and payable with respect to said property within each suce twelve months, and also one-thirty-sixth (1/26th) of the insurance premi able with respect to said property within each succeeding three years v i trust deed remains in effect, as estimated and directed by the benefic h sums to be credited to the principal of the losa until required for ral purposes thereof and shall thereupon be charged to the principal of i or, at the option of the beneficiary, the sums so paid shall be help beneficidary in strust as a reserve account, without interest, to pay miums, taxes, assessments or other charges when they shall become payable. san agrees thly paymen obligation secur saments a succe

payable. While the grantor is to pay any and all taxes, assessments and oth resc leveled or assessed against said property, or any part thereof, befor same begin to bear interest, and also to pay premiums on all insurance cles upon asid property, such payments are to be made through the ben try, as aforesaid. The grantor hereby authorizes the beneticiary to pay and all taxes, assessments and other charges level or imposed again ip poperty in the amounts as shown by the statements thereof furnishe the collector of such taxes, assessments or other charges, and to pay the insurance carriers or their representatives, and to charge said sums to the insurance carriers or their representatives, and to charge said sums to the inserver account, if any established for that purpose. The grantor agreen to event to hold the beneficiary responsible for failure to have any insurance and the beneficiary hereby is authorized, in the event of any is outpay made to be whether the sums which may be required from an explore, and the beneficiary hereby is authorized, in the event of any is outpay in the amount on the statement of the stated and is not policy, and the beneficiary hereby is authorized, in the event of any is not policy, and the beneficiary hereby is authorized, in the stated ded. or upon sale or other acquisition of the property by the beneficiary at any Mid r agrees y losur-any in-of any

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default, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantor shall pay the defielt to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at its option add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, th beneficiary may at its option carry out the same, and all its expenditures for shall draw interest at the rate specified in the note, shall be repays the grantor on demand and shall be secured by the lien of this trust de this connection, the beneficiary shall have the right in its discretion to co any improvements made on asid premises and also to make such repairs property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions altecting said property; to pay all costs, fees and expense of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred; to appear in and defand any action or proceeding purporting to affect the secur-ity hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding by bene-ficiary to foreciose this deed, and all said sums shall be secured by this trust deed.

The beneficiary will furnish to the grantor on written request therefor an annual statement of account but shall not be obligated or required to furnish any further statements of account. It is mutually agreed that:

It is mutually agreed that: 1. In the event that any portion or all of said property shall be take under the right of eminent domain or condemnation, the beneficiary shall hav the right to commence, prosecute in its own name, appear in or dolend any ac-tion or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the money' payable as compensation for such taking, which are in excess of the amount re quired to pay all reasonable costs, expenses and attorney's fees necessarily pai-or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by the first upon any reasonable costs and expenses, and attorney telasore septide apon of the under the descured hereby; and the grantor agrees at its own expense, to take such doles secured hereby; and the grantor agrees at its own expense, to take such doles secured hereby; and the beneficiary request. d ction io money's amount re-sarily paid heneficiary rney beneficiary attorney's 18, and the

Se necessary in cotaining durit compensation, prompty upon the bencher? 2. At any time and from time to time upon written request of the bencher ficiary, payment of its fees and presentation of this deed and the note for an dorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebiddness, the trustee may (a consent to the making of any map or plat of said property; (b) join in granting any easement or creating and restriction thereon, (c) join in any subcondination or other agreement affecting this deed or the lien or charge hereof; (d) reconvey ance may be described as the "person or persons legally entitled thereto" any worthout warranty; all or any mat for any person so persons legally entitled thereto" any interficials therein or any matters or facts shall be conclusive proof of th thereficials thereto. Trustee's fees for any of the services in this paragraph shall be 45.00

shall be 45.00. 3. As additional security, grantor hirsby assigns to beneficiary continuance of these trusts all renks [sause, royalites and profits perty affected by this deed and of any personal property located the file performance of any agreement hereunder, grantor shall have the 1 let all such renk, fseuse, royalites and profits armed prior to defa become due and payable. Upon any default by the grantor hereunder fictary may at any time without notice, either in person. By agent ceiver to be appointed by a court, and without regard to the adeen saud property, or any part thereof, in its own name sue for or other the renk, issues and profits, including those past due and unpaid, the same, less cost and expenses of operation and collection, lectur able attorney's fees, upon any idebtedness secured hereby, and in as the beneficiary may determine.

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6. The entering upon and taking possession of said property, the collection of such reals, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as alorsaid, what not cure or waive any de fault or notice of default hereunder or invalidate any soi does pursuant to such notice.

(au) control of default hereunder or invalidate any act doas pristant to but notice.
5. The grantor shall notify beneficiary in writing of any sale of context for sale of the above described property and furnish beneficiary on the sale of the above described property and furnish beneficiary on sould ordinarity bit such personal information concerning a publication would ordinarity bit required of a new ioan applicant and shall pay beneficiary a service charge.
6. Time is of the essence of this instrument and upon default by the rentor in payment of any indebtedness secure bereby or in performance of any

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's said, the grantor or other person so pivileged may pay the entire amount then due under the trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the torms of the obligation and trustee's and attorney's foce not exceeding \$50.00 each) other than such portion of the principal as would be then be due had no default occurred and thereby cure the default.

the chilgations secured thereby (including costs and expenses actually incurred in enforting the torms of the obligation and trustee's and attorney's foca not exceeding \$60.00 each) other than such portion of the principal as would not then be due had not default occurred and thereby cure the default. 8. After the lapse of such time as may then be required by law following the recordation of said notice of default and giving of said notice of saie, the trustee shall sell said property at the time and place fixed by him in said notice of saie, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for each, in inswiti moary of the United States, payable at the time of saie. Trustee may portpone saie of all or saie end from time to time thereafter may postpone the saie by public an-

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nouncement at the time fixed by the proceeding postponement. The trusses ran deliver to the purchaser his deed in form as required by law, converting the per perty so sold, but without any covenant or warranty, express or implied. Th recitais in the deed of any matters or facts shall be conclusive proof of th truthfulness thereof. Any person, excluding the trustee but including the granto and the beneficiary, may furchase at the cale.

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9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including (Ee compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the trust deed. (3) To all persons having recorded liens subsequent to the intercent of the trustee in the trust deed as their intercats appear in the order of their priority. (4) The surplus, if say, to the grantor of the trust deed or to his successor in interces entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereinder. Upon such appointment and without conrevance to the successor trustee, the latter shall be vested with all title, powern and duties conferred upon any trustee herein named or appointed hereinder. Each such appointment and substitution shall be made by written instrument exceuted by the beneficiary, nousaining reference to this trust deed and its place of county or counties in which the property is situated, shall be conclusive proof of proper appointment and the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and suknowledged is made a public record, as provided by law. The trustee is not obligsted to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which the grantor, beneficiarr, or trustee shall be a party unives such action or proceeding is brought by the trustee.

party unress such action or proceeding is brought by the trustee. 13. This deed applies to, inures to the benefit of, and blads all partle hereto, their heirs, legates devices, administrators, executors, successors an asigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secure hereby, whether or not named as a beneficiary hereta. In construing the deed and whenever the context so requires, the mas culture gender includes the familaine and/or neutor, and the singular number in cludes the plural.

IN WITNESS WHEREOF, said grantor has bereunto set his hand and seal the day and year first above written.

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN- TIES WHERE USED.)	t j uclear or Oregon expires: /0-13-78 STATE OF OREGON County of Klamath BS. I certify that the within instrument was received for record on the 3rd day of MAY 19.76, at .2;15.0'clock .F.M., and recorded in book M.76 Record of Mortgages of said County.
SPACE RESERVED FOR RECORDING LABEL IN COUN- TIES WHERE	STATE OF OREGON County of Klamath ss. I certify that the within instrument was received for record on the <u>3td</u> day of <u>MAY</u> , <u>19 76</u> , at <u>2;15</u> o'clock <u>F.M.</u> , and recorded in book <u>M.76</u> on page <u>6516</u> .
FEE \$_6.00	Witness my hand and seal of County affixed. WM. D. MILNE County Clerk By Clerk By Clerk Deputy
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	r FOR FULL RECONV only when obligations have indebtedness secured by the set, on payment to you of any secured by said trust deed ritles designated by the terms

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